



Ken Jowdy

3/24/10 @ 10:15AM

Tom Harvey
Louis Fresh

Joel Friedman

Mike McCall

Ken Jowdy

continue of letter Agreement
dated 2/25/10Ken Joseph } SEC
Chris Castano }

Julian Moore

Scott Romanowski

Matt Galisto

Harvey complicit in
Jowdy frauds from
September 2002
letter to Nolan and
other initial
investors until
present...How does Castano
and Joseph not
look at the DDM
title docs and the
KSI loan docs to
show Jowdy and
Harvey stole the
investor money
and never
transferred title to
an investor
entity...??

happened on Monday, 3/22/10
 (KJ) = PGR officials in Mexico = ~~3000s~~ ^{SEC} ago
 = took pictures of vehicles
 - came to his property looking for someone
 - (KJ) thinks it was him they were looking for
 - said looking for drug dealer, child molester...
 - may be rescue operation
 - (LF) - spoke to Gov't officials - state no
 investigation on going w/ (KJ) in Mexico.

? (JF) - have discussions w/ (PK) re: (PK) clients = to (KJ)

answer
 (PK) = always a phone call away from his (PK) clients -
 (KJ) - had discussions w/ (PK) early on in relationship -
 (KJ) had very little contact w/ (PK) clients = ^{once} saw w/ (PK) ^{at} ^{turner} ^{Steven} ^{Edward} ^{Kristich}
 = (KJ) - docs provided by (TH) re: subpoena
 started 2/22/10 ago
 thelmann + (KJ) reconstructed docs = receipts
 - Baja Mgmt
 - TLJ Mgmt

(KJ) (PK) did not generate any paperwork on his own
re: VDM + DCSL investments/projects

(KJ) = spoke early on w/ (PK) re: other investments
outside Baja Develop.

Bates 13088 - states "funds be used fund other projects of
Developer"

PPM's

3/7/03 - Baja Mngmt, LLC

- for original investors prior to PPM being drafted
from Promissory Notes from investors
(initial)

might have been

drafted by 8/9/02

going into Baja Development acct
initially.

- suppose to be delivered to investors by (PK)
& return signed

Bates #13228 =

1st paragraph =

(KJ) \$ to be in Diamante

↳ Diamante Del Mar

(KJ) Managing Member

- BD Corp =

Baja Development - owned by (KJ)

used before offering - El Rosario project &
other things

(2)

- initial investment given w/ a written agreement
- Promissory Note issued
- \$ to Diamante

= 3rd paragraph -

\$110k to be invested by (KJ)

= \$ From Baja Development Corp.

\$ - from initial to investors = (KJ)

Jowdy steals \$100,000 from investors for his personal contribution to the first Mexico project...

- then to Baja Mgmt - Diamante Del Mar

(KJ) - b/c PPM said that (KJ) needed to contribute \$

Bates # 13231 -

= Source of \$110k from BD Corp - from initial investors \$

Bates # 13232 -

(KJ) - all the funds were not used for DDM

Bates # 13233 -

(KJ) founding offering not consummated

Bates # 13234

- (KJ) - \$350k -
\$200k - to (KJ)
\$150k - to (BN)

Najam and Jowdy divert \$350,000 of development funds to themselves

- Consult fee's = (PK) - marketing consulting
- don't recall how much paid (PK)

- compare Suzanne Tabour

- financial reports = rc. PPM

- (KJ) - did not receive these exact reports

(KJ) & (PE) - did create memos of project
which thinker (PE) shared w/ investors

Project Information Memos =

included = cash flow projections
= sales projections

↳ (KJ) worked w/ sales people,
consultants to get
#s for projections

= (KJ) - does not think this satisfies PPM required docs.
to investors.

= (KJ) - does not know reason he did not supply docs
required by PPM

= (KJ) - does not recall role he played in creating PPM
(KJ) he read PPM - yes

(KJ) - PPM - given to (PE) - given to clients

(KJ) - (PE) handling communications w/ clients/investors

Bates 13236 - overview of PPM

(KJ) - came up w/ idea of 2 courses ^{Fazio} Love
- showed property to Davis Love - had previous relationship
w/ (DL) - met

(KJ) - doesn't recall - how met Tom Fazio through friend

- (TF) - sent down his rps to look

(KJ) ① Love course - conceptual design → to get price for course

② Fazio course more involved → to construction drawings
- irrigation } studies
- erosion control }

- had 4-5 biddin, on construction for course

(KJ) - wld be exclusive Fazio + Love courses

(KJ) dealt w/ Dennis Wise } architect for Fazio
Tom Fazio } worked w/ Fazio company

(DD) dealt w/ limited dealings

2006 → Dave Boyden - landscape architect = wld have been on-site rep for Fazio
→ (KJ) - hired for DCSL after left Fazio
- not dealings w/ DDM

→ not sure if there term limits on contract w/ Fazio

→ couple hundred thousand \$'s - paid by (KJ)
\$2M - contract total \$ from DDM acct

(KJ) - could not call Fazio design & need to make material changes to course if sever contract before construction.

dated 11/1/02 - Bates →
→ DDM offering -
- specifically for DDM
not through any other entity/agreement

= Suppose to be delivered to investors (15 investors)
by (PK)
- told by (PK) - delivered to investors

(KJ) investors:
- Stumpel
- McKee
- Berard
- U. Tsyglicou
- DeVries
- Scott Ericson - outside of (PK) - from of (KJ) - baseball player
- ~~PK~~ (KJ) delivered PPM
SFR
- Nolan
- Morrean
- Murray

Jowdy's money
laundering
company --
explained by
Kenner in June
2009 proffer to FBI
Agent Galio

Bates# 13336 = (KJ) LORSA - Mexican corp hold leases

(KJ) only other profits out of after initial member drive on
property sale

Bates 13379 -

Bates 13339 -

(KJ) = Promissory Notes w/ Baja Mgmt - \$2.75M

↓
\$ came in summer + fall of 2002

dates = Securities atty retained in Sept 02 -
OE 77 → dealt w/ DDM then DD DPMs
PPM ?

Bates 13341 = (KJ) never raised ATOM in div

- Mgmt Fee's - (KJ)
(Bar)

Expenses:

- Suzanne J. - never compensated for
- (PK) - consult fee's + expenses ^{SFR}
- \$14K per month ^{initially} = 4-5 mos.
stopped salary - then paid expenses if other salary if brought
based upon lack of funds in company in investors

Bates 13349

- Mgmt compensation

(KJ) - never made \$150k contribution to comp

- \$2.75M = from investors / initial

- \$110k (KJ) contributed from this \$

(7)

12/1/03 DDM Club = PPM

(KJ) - not equity in DDM - just part of club
- Founding Member ≡ right to lot + milk

(KJ) - carry project forward

- would go to (PK) → to potential founding members

- there is a dividend / part outlined in PPM / not share in DDM profits

provided
PPM
to
in 03-04

(KJ) Joseph Essa } relatives } \$30k each
Cindy Essa }
Joe Thompson } Friends }
Suzanne Desmond } into DDM acct.
- (PK) brought in 3 others

\$210k total
- '03-'04 - airstrip SFA
to operating expenses of DDM \$210k total

Bates #13899

4th paragraph -

(KJ) never hit #'s to be given certificate

Bates #13913

(CS) - \$210K collected from Founding members
- Used for expenses for ODM

≡ (KJ) - wasn't trust set up initially - not sure (KT)
←

≡ Founder Member offering

↓
(KJ) never closed

Break - 12 PM

Start 1:10 PM

asked (KJ) ↓
(JF) - attny - advice - for IPM

(KJ) - was my idea to go to attny for IPM

(KT) - regularly consulted w/ attny

Nizam - attny also. - (KT) consulted w/ (BW) also

(BW) - went w/ (KT) attny's also

= Promissory Notes - (KJ) executed shortly after funds were rec'd

- Carl Essa - 2/11/04 (KJ) for investment made around that time = late '03 - early '04

- (KJ) don't know why separate subscription agreement

(KJ) Brija Management - each investor signed offering + subscription agreement

(KJ) - doesn't know who's idea it was

- (KJ) - provided fpm to one player => Erickson
- 2 relatives - Essa's
- 2 friends -

= Byron Defoe ~ \$ in late 2002 - \$ to BD Corp

- (KJ) - doesn't think his writing on front page

(KJ) - yes signature on back page

With Kenner and Woolley money -- this was the first funds that Jowdy stole in August 2002 from the Mexico investors

Dmitri Kristich ~ August 2002 - rec'd \$

Jason Allison ~ late 2002 - funds rec'd

- Agreement signed in 4/03

Joe Juncau ~ Sept. 02 - funds rec'd
Agreement = 3/03

Jason Woolley ~
Note
Agreement

Owen Nolan
note
Agreement

This is the personal bank account of Jowdy that he used to STEAL \$75,000 within a few days of the initial investments in Mexico by Kenner, Woolley and Khristich

Bank Accts

- 2002 - First Union & Wachovia - (KJ) personal accts
- now Capital One & TD Bank Worth
↳ last 3 yrs opened

This is a lie with Jowdy laundering funds with Najam's help to create the illusion of a \$100,000 Jowdy investment...

- DDM - \$ from (KJ)

- 02 - (KJ) - \$ used as downpayment from investor \$

~~personal~~ - rent & car - \$ used from BD Corp acct
- not part of DDM

(KJ) - if I wasn't allowed to use \$ then it was a problem

(11)

(KJ) - thought I could use \$

- Moye + Barbara Wicks -
- pmts to them for

- negotiated deal w/ (MW) + (BW) = to give up home + lease in Rosaric
- bought them a house in Alabama

(KJ) \$200k salary took from beginning
only to \$150k over 3 pmts - 02-03

DDM → BM → (KJ)

\$ B Develop. = \$100k salary for 2 yrs = 03-04

\$ from - \$ from (PF) loans

02-06 - \$ used from BD
to pay personal exp.

Little Isle IV
Ula Makika

(KJ) - not using \$ now to pay personal expenses

→ 04 - salary from DCSL

booked as loans from BD

Were the Jowdy
THEFTS "OK" --
since he "booked
the money (years
after being caught)
as loans on his
2008 company
books??

8/02 \$250k from D. Khristich → BD → Eufora → Eufora
1 yr later - \$ came back from 2-3 other hackers/players for Eufora

- Christich was never repaid for the 8/02 D250K \$ that went to Enfora

- (KJ) - believed Enfora part of a developer project

- TLJ Management - (KJ) owns
- CA corp

formed for lease house in CSL & airplane - falcon 10

\$ came from DD - that came from (PK) and/or its entities

More acknowledged loaned funds from Kenner personally and/or Hawaii LLCs -- despite Galioto's post-trial LIEs to the investors

- before Allison } were (PK) clients @ time of investment but no longer

Little Isle IV = Lehman Financed = Masoud Bhatti
= brought in a developer = 50%

2006 - (PK) gave 5% of 50% To (KJ) + (BN)
N/Alabu Vento

Jowdy admits to the FBI that he took money from Hawaii as loans -- despite his contrarian defense positions in Mexico and AZ cases (2008-09) -- BUT -- now with the FBI aware of the frauds on the courts...they do nothing!!

= Little Isle \$ to DDM

(KJ) - Little Isle is (PK) company

(KJ) DDM needed \$

\$ is treated as loan or converted to equity

never converted to equity

TLJ Masoud

Arizona case ✓

Mexico case ✓

HUSH MONEY -- Jowdy paid to
dissuade from testifying in Federal
Case v. Roger Clemens -- See Baja
Development Corp (Jowdy) August
2006 bank records

#:

- Brian McNamée - he's a trainer
- 1999 = (KJ) - met through Roger Clemens

= has not had contact since 2007

- worked out w/ (BM)
- brought to CSL - several times - up 2007
2003-2007
- @ time use (BM) to put together fitness program

- paying (BM) - \$5K/month
- to train & work w/ (KJ)'s relative = Ed Essq

Money from PK
(personally) and
players

DDM - owed BD over \$2M from players \$/PR
= \$ to BD -> time paid to DDM or paid expenses DDM - so payable to BD

(KJ) - fledging of promissory notes = to
= Baja Management (owns 92% of DDM) \$2.75M
to 6 investors -> BM PRM

Met Mindy McCready through Roger Clemens

\$25K

Jowdy use DDM funds to pay off
Clemens mistress before she died

= Roger Clemens ask (KJ) to write check - possible to make a record
= rec'd \$ back from (RC) in pmts

= Adrienne Moore
DCSL

2006-
2007 (KJ) met her out

Since the 2015 conviction -- Galito has used every opportunity
to tell the Kenner investors that Kenner has NO MONEY in any
investment -- despite the Jowdy confessions (within) and the
millions documented in the numerous bank records for Hawaii,
Mexico, all renovation projects, "Grocery list loans", Gaarn
loans, Kaiser loans, etcetera -- creating fully slanderous
prejudice from all remaining supporters -- culminating in the
Jowdy settlement discussions -- with no faith in the real Kenner
documented truths...

(AM) = wanted a job
= (KJ) - had her fill out application

* left company after Lehman Bankruptcy

= (KJ) - paid through DCSL acct
* also (KJ) paid weekly/monthly from personal acct for her expenses.

DDM bank statements confirm the money was STOLEN by Jowdy and Najam within 3 months. Then they began STEALING the DCSL budget funds (about \$1.25mm in the second half of 2006) -- MORE IGNORED FRAUDS by the FBI...

KSI Capital - hard fl lender
loan for DDM - 2006
\$3M total
\$217K holdback

Jowdy, Najam and Essa looted over \$800k of the loan funds personally within 2 months -- the DDM bank records CONFIRM the THEFTS as Kenner proffered in June 2009 to FBI Agent Galioto...

ed \$ for expenses on DDM project = \$38k to \$41k monthly

* From Legacy Properties
pmts for KSI interest; security/guard

The **GROSSEST** of the Jowdy and cabal thefts from Kenner and Kenner investors occurred AFTER Jowdy's attorney, Tom Harvey, issued letters to Kenner and the investors that their original (2002-2005) investments in Mexico (Diamante del Mar) project. ONE -- The liens were NEVER placed on the property -- despite Jowdy and the Mexico Attorney (Fernando Garcia) signing docs in front of Kenner in the Ensenada Mexico Notario office (court house) in 2003. Obviously FAKE. SECOND -- and perhaps more gross THEFT -- Jowdy and his attorneys NEVER titled the Diamante del Mar project in an entity that any Kenner investors had an interest in. This was discovered in 2015 when the KSI loan package was received in government produced evidence. The property was always titled in several Mexico companies exclusively owned by Jowdy and Garcia (Ex. 1144). That was \$10 million of further IGNORED fraud (by the FBI) -- especially if it was that OBVIOUS to Kenner with a simple review of the concealed 2006 loan that Jowdy and Najam looted the proceeds for their personal benefits...

(15)

- (KJ) - did fly people down to CSL

- wives
- friends
-

- Shawn Hughes would bring friends \approx 6-8 friends

(KJ) Shawn e-mail - 1/24/05

- Palm Springs - Bob Hope Tournament

- did not pay them; (KJ) may be strippers
pay - maybe flight \approx use Credit Card

(KJ) - not sure where \$ came from to pay
for flights

- e-mail \approx 1/24/05

- not sure

- email \approx

"quality" \approx (KJ) - fun, outgoing, girls

- just paid for flights; stayed @ house in CSL

(KJ) - doesn't know of anyone paying for sex

Bats # 19676 - 79

(KJ) - doesn't recall exact email

- Players C/d/c's

- (KJ) doesn't know how set up

- @ time of CSZ closing
① - pressure w/ Hawaii

Bates 19674-75

- don't know what ① talking about
 - ① needs to make parts
-

① - not involved w/ player L/O/C

Bates # 19714

Bates # 19672

email = 1-2dy after lunch w/ ① - in NYC

asked ① to break down \$

Bates # 19663

- ① - did send \$ out
- ① - thought ① put \$ already for Peca, so this \$ ① was back to ①

= Pecu was investing in DCSL LLC
no LTM provided

2005 - (PK) puts \$ up } 50%
(KJ) does work } 50% spl. +

4/2005 - 10% dividend due
(PK) didn't have to

↓
5/05 - \$ started coming in
from (PK)

↓
9/05 - \$ from players coming in - doesn't know what was said between (PK) & players
(KJ) thinks \$ coming in from loan from (PK)

Δ \$ treated as loan in beginning; then changed to equity

Bates \$ 19621

- 10 days before closing - (PK) had already given breakdown to

19607

(KJ)

(18)

Bates 19687 - "double up option"
- b/c already had \$ in

Bates 19578

- trying to get an idea of players to for
operating Agreements

Bates #19348

- talking about house in Vegas

Bates 19297

- \$ from J. Stumpel

Bates #198499

- talking about Ruby Scam

- Rodney Dalton - from England \rightarrow (KJ) met in London
once

(KJ) 2nd time met in D.C.

~ 2004 Todd Burkhart - (PK) - met in MN

(PK) - lent \$200k - \$215k -

- Burkhart said waiting for \$3M from an investment
investment w/ Rodney Dalton

- (KJ) - Told this by (PK)

- used \$ from ~~DDA~~^{SPR} Little Isle

(19)

(PK) - send \$/M from Little Isle

(PK) told (KJ) - profits from investment had to go to an outside U.S. development - which would be DDM
→ help investment out w/ profits

(KJ) - don't know what - "start a clean record"

(KJ) - didn't sign anything

Bates - 18456

- \$ From Tere Lehtinen
- \$ for CSL

- "0% risk"

- (KJ) - thought (PK) was near closing in Hawaii
- thought (PK) believed it - no

(KJ) never spoken to Tere Lehtinen

(KJ) never told (PK) that there was risk associated; nor had anyone else from (KJ) company

Bates - 19534

(KJ) if everything fell through w/ CSL then have to sell 91 Rosario

(KJ) don't recall letter

(KJ) - I would not have prepared it

19506

How could this be true -- since as history revealed Jowdy's \$3mm KSI loan in Feb 2006 that Najam and he looted and then left for foreclosure -- with ZERO loss to Jowdy and Najam since they had diverted millions from 2002 thru 2006 already...

(20)

Bates 19506

- for Operating Agreements
- not for financials

Bates 198547

- doesn't recall email
- (KJ) got docs to (PK) for D Air

Bates 19561

- (PK) - Operating Agreements
- (KJ) that's all we have

Tim Gaarn - friend of (PK)
(KJ) Met once

oct/08 - went w/ (PK) to inspect (KJ) books

- doesn't know if accountant or in finance industry
- in NJ

- (KJ) did wire \$25k to Tim Gaarn
- (KJ) doesn't know what for
- BD Corp
- introd to Kevin Lehman (2)

- Mount Zion = Joseph Baker
 - hard to lender - (PK) talked to
- (PK) engaged Hawaii deal
 - paid \$ commitment fee
 - also talked about DDM

10
pictures
from
(RB)

= Mark Peterson
3 Palms
marketing firm

= Lannie Ponton - w/ (PK) friends w/ Krystie Myric
in MA -

(RB) hired her for (PK) as assistant - with on payroll for 1 1/2 years

Nick James - worked w/ (PK) - pending lawsuit
- calling out w/ (PK) in CA

- (PK) ~~suing~~ (NJ)
counter sue

Gov't aware of "Nick" lawsuit when
they falsely claimed "Kick Nick in
the balls" was Nick Privitello on the
day of the Nick James deposition...

Hermosa
Beach
CA

= did w/ same house - sold for \$8.5M
Wells Fargo - loan

= something like \$4M profit - fraudulent(?)

Jowdy and Harvey
spread this false
claim in 2008 to all
Kenner investors --
and others in the
sports industry -- to
disrupt the
cohesive efforts
versus Jowdy..

How would Jowdy
and his people
know who Kenner
was getting his
personal loan from
-- unless they were
being fed info from
the FBI??

(22)

(KT)

\$10M used for: 2002 - 2004

- ☐ airstrip
- ☐ land
- ☐ Engineering
- ☐ Studies
- ☐ hydrology
- ☐ roadway systems
- ☐ water
- ☐ electric
- ☐ design golf course
- ☐ marketing
- ☐ sales
- ☐ some salaries
- ☐

2006 - still owed KSI loan
- paid

☐ no golf courses on PDM

4:30 PM
END

(23)

Revolving line of Credit Loans
12-7-2004

Pursuant to the verbal agreement of July 9, 2004 to secure a revolving Line of Credit for Kenneth About Jowdy to use at his sole discretion, this Revolving Line of Credit will be executed by all related parties Kenneth F. 2004.

For VALUE RECEIVED, the undersigned, Kenneth About Jowdy, individual ("Borrower") promises to pay to the order of Philip A. Kenner ("Kenner"), individual and Little Isle IV, LLC a Delaware LLC ("LI4"), ("Lenders"), and any other related individual or entity involved in the future by Kenner to facilitate the ongoing Revolving Line of Credit to Borrower. Lenders have a principle place of business located at 10705 East Cactus Road, Scottsdale, AZ 85259 or at such other place that the Lenders hereof may from time to time designate in writing. Borrower promises to pay Lenders, the aggregate unpaid principle balance of each advance made by Lenders to Borrower hereunder at an interest thereon at the rate of fifteen percent (15%) per annum. Subject to the other terms and conditions hereof, Borrower may borrow, repay and reborrow hereunder until the principle balance and all interest sums payable hereunder are paid in full as follows in lawful money of the United States of America. Lenders have no obligation to refinance or extend the terms of this agreement with Borrower.

- 1) The note shall mature and the entire principle balance hereof is due upon completion of any transaction whereas Borrower facilitates funding for the Real Estate Development known as Diamante Del Mar ("DDM") located in El Rosario, Baja Mexico, of which the Borrower is the Managing Member. The note will be due in full including interest if the Borrower on behalf of DDM receives benefit equal to or in excess of the total outstanding loan amount including interest due from proceeds of the loan thru the funding date to Lenders.
- 2) In the event Borrower fails to pay the entire principle indebtedness evidenced by this Note, or any portion thereof as described by events described above in paragraph 1, the note may be demanded for full payment including all accrued interest.
- 3) In the event the total funding amount for DDM is not sufficient to cover the outstanding funds due to the Lenders, at least 50% of the funds raised will be paid towards the outstanding Principle balance and the interest on the Revolving Line of Credit will continue to accrue until the entire note, principle plus full interest are paid to the Lenders.
- 4) The note shall mature and the entire principle balance hereof is due upon completion of any transaction whereas Borrower facilitates funding for the Real Estate Development known as Diamante Cabo San Lucas ("DCSL") located in Cabo San Lucas, Baja Mexico, of which the Borrower is expected to be the Managing Member. The funding for DCSL is expected to occur per the Borrower on or before December 31, 2005. The note will be due in full including interest if the Borrower on behalf of DCSL receives benefit equal to or in excess of the total outstanding loan amount including interest due from proceeds of the loan thru the funding date to Lenders.
- 5) In the event Borrower fails to pay the entire principle indebtedness evidenced by this Note, or any portion thereof as described by events described above in paragraph 4, the note may be demanded for full payment including all accrued interest.

- 6) Borrower pledges his individual interest in DDM, DCSL and any related entity controlled by Borrower as additional consideration for the loan presented by Lenders.

Borrower agrees that:

- a) Borrower will pay all costs and expenses of collection of this Note if the note matures and is unpaid within 30 days of maturity upon demand by Lenders.
- b) The entire principle balance of the Note shall bear interest after maturity at the standard interest rate on the entire unpaid balance as described above until paid in full.

Borrower may pay this Note at any time, in whole or in part, without penalty or premium.

Failure of the Lenders hereunder to exercise any option hereunder shall not constitute a waiver of the right to exercise the same in the event of any subsequent default or in the event of continuance of an existing default for strict performance hereof.

Borrower waves any exemption rights affecting full collection of this Note, and waives presentment, diligence, notice of dishonor and protest.

This Note shall be governed by the State of Arizona.

Witness:

Borrower:

Kenneth Aboud Jowdy, Individual

By:

LENDERS:

Philip A. Kenner, Little Isle IV, LLC a Delaware LLC

By:

Philip A. Kenner, Individual

By:

Philip A. Kenner, Managing Member, Little Isle IV, LLC a Delaware LLC

Dated: 7-Dec-2004